



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 241-2008

TREE PRUNING & REMOVAL SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TREE PRUNING & REMOVAL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 4, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form L: Detailed Work Plan.

- B6.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.5 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.6 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- (i) Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.7 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- (i) The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. FORM L : DETAILED WORK PLAN

B9.1 The Bidder should state the number of employees per week multiplied by the number of trees to be pruned per employee per week. This shall constitute the weekly work plan that will be evaluated for compliance of work to be completed for the duration of the Contract.

B9.2 The Bidder should complete the percentage of Work completed table in accordance with D2.1.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Bid Price 100%;
- (d) economic analysis of any approved alternative pursuant to B5.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.

B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections.

B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of tree pruning & removal services for the period of Date of Award to December 31, 2008.

D2.2 The major components of the Work are as follows:

- (a) Pruning/removal of Boulevard Street trees;
- (b) Chipping of material; and
- (c) Proper removal and disposal of excess pruning/removal material.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**Plant**" means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools equipment, consumable supplies, fuel, power and utility connections therefore, but does not include material;
- (b) "**Boulevard**" means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways of a divided highway, and includes grassed areas in parks, interchange areas and private property bordering a street line.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Gerry Kuta
Forestry Technician 2
Public Works Department
Urban Forestry Branch
401 Pandora Avenue W.
Winnipeg, Manitoba R2C 1M7

Telephone No. (204) 986-2008
Facsimile No. (204) 222-2839

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site. See provided link:
http://www.winnipeg.ca/finance/findata/matmgt/templates/Contract_Admin/Safety/Contractor_Safe_Work_Plan.doc

D8. SAFETY ORIENTATION FORM

- D8.1 The Contractor shall complete the Urban Forestry Branch Tree Pruning and Removal Safety Orientation Form (Form H3) and provide it to the Contract Administrator at least five (5) Business Days prior to the commencement of any Work on the Site. This form will be provided to the Contractor by the Contract Administrator at the pre-construction meeting.

D9. WORKERS COMPENSATION

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the Safe Work Plan specified in D7;

- (iii) evidence of the Safety Orientation Form specified in D8;
 - (iv) evidence of the workers compensation coverage specified in C6.14; and
 - (v) evidence of the insurance specified in D10.
 - (vi) Completion of the Urban Forestry Branch Tree Pruning and Removal Safety Orientation Form specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. EQUIPMENT LIST

- D13.1 The Contractor shall have available, in good working condition for the duration of the Contract (to be confirmed by inspection if warranted) the necessary equipment to accomplish the Work.

D14. DAMAGE TO EXISTING STRUCTURES OR PROPERTY

- D14.1 Further to GC.6.01, special care shall be taken to avoid damage to existing adjacent structures or properties during the course of the Work.
- D14.2 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

D15. ACCESS TO "CITY" PROPERTY

- D15.1 In the event that a pruning location is inaccessible due to parked vehicles, the Contractor shall first make an attempt to locate the owners and have him/her move the vehicle(s) or resume the pruning service in the next accessible location. Once the said location becomes accessible, the Contractor shall return, to complete the original pruning requirements.
- D15.2 All costs related to returning and pruning trees in a location that was initially inaccessible shall be borne by the Contractor.

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D17. SAFETY

- D17.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D17.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D17.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.

- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D18. INSPECTION

- D18.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D18.2 Inspections may include the following:
- (a) Inspect progress of Work to be completed;
 - (b) Inspect for final acceptance of services received based on invoice;
 - (c) Inspect for final acceptance of services received by Contractor. If services still are in a deficient state then an inspection fee of Fifty Dollars (\$50.00) will be charged each time after each inspection is made until the Work is determined to be acceptable.
- D18.3 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D19. ORDERS

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number, fax and/or e-mail address where available, at which orders for service may be placed.
- D19.2 The Contractor shall make provisions to receive orders, by any of the means identified in D19.1 above at all times between 8:30 a.m. and 4:30 p.m., on Business Days.
- D19.3 The Contractor shall make provisions for a live representative to be available to be contacted directly from 8:00 a.m. to 4:30 p.m. in the case that special situations, concerns and/or emergencies arise. Pagers, answering machines and other delayed response methods are not acceptable.
- D19.4 The Contractor shall contact the Contract Administrator before 8:00 a.m. each working day detailing the locations of their pruning/removal crews that will be working on City sites.

D20. RECORDS

- D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D20.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D21. INVOICES

- D21.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order as follows:
- (a) Invoices must be submitted for complete blocks pruned and must include all species of trees for a total surveyed tree count of the block. No partial invoices will be accepted.
 - (b) Contactors must adhere to the elm tree pruning restrictions for American elms (April 1 to July 31) and for Siberian elms (April 1 to June 30).
 - (c) Contactors must attach Manitoba Hydro signed Work Clearance request sheets (see E6.10) for each location that involves Manitoba Hydro overhead lines to complete the invoice process.
- D21.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D21.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D21.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

- D22.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D22.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D23. LIQUIDATED DAMAGES

- D23.1 If the Contractor fails to complete the Work in accordance with the requirements of the Contract by the day fixed herein for completion, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for completion of the Work during which such failure continues.
- D23.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the Work by the day fixed herein for same.
- D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

FORM H1: PERFORMANCE BOND

(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 241-2008

TREE PRUNING & REMOVAL SERVICES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(SeeD11)**

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 241-2008

TREE PRUNING & REMOVAL SERVICES

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM H3: TREE PRUNING AND REMOVAL SAFETY ORIENTATION FORM
 (See D8)

Representatives from The Urban Forestry Branch and the performing Contractor for The City of Winnipeg's Pruning and Removal Contract # _____ have reviewed the following safety requirements at a contract pre-meeting. All Manitoba Provincial and Federal Regulations pertaining to construction worker safety must be adhered to. Omissions from the list do not release the Contractor from abiding by all Regulations covered by Manitoba Provincial or Federal Acts. Any additional applicable City of Winnipeg Safety Rules are specified below.

Topics	Provincial and/or Federal Regulation		City of Winnipeg		Remarks
Hard Hats	X				
Work Boots	X		X		Omega rated
Eye Protection	X				
Hearing Protection	X		X		
Chainsaw Pants	X				
Work Clothing	X				
Traffic Control	X				
First Aid	X				
Fall Arrest	X				
Work Clearance Request MH-X1371	X				Application to operate adjacent to overhead power lines
Appropriate Class Rubber Gloves			X		Tested and approved in the past six months
Spill Response Kits			X		Approved kit at each work site
Limits of Approach			X		As outlined in Bid Opportunity
Insulated Aerial Lift Devices			X		As outlined in Bid Opportunity
Aerial Equipment Barricades			X		Not applicable when using insulated tools
W210 Regulations	X				Responsibilities of Prime Contractor
Personal Injuries	X				All injuries <u>MUST</u> be reported immediately
ANSI Z 133.1	X				

Urban Forestry Branch Representative _____

Phone: _____ Date: _____

Contractor's Representative _____

Phone: _____ Date: _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. SITE LOCATIONS

E2.1 The Contractor is advised that the Work Site location's, may not identify the exact area requiring Pruning Services. The Contractor shall be advised of the exact Work Site locations in the required sequence from the Contract Administrator. All Work on the Site shall be completed prior to the commencement of any further Work being given. Removal services, if required, will occur within the pruning areas as trees that are identified in poor, dead or dangerous condition as determined by the Contract Administrator or designate.

E3. LOCATION AND SCHEDULE OF WORK

E3.1 All Work under this contract shall be assigned by supplying the Contractor with a list of Work Site locations that are arranged on a priority basis. The Contractor must begin with the first listing and follow it through to the last listing unless the Contract Administrator approves other arrangements.

E3.2 Further to E9, this listing is of intended Work locations per section. It is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type and/or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.

E3.3 The Contractor's operations shall be limited to the minimum encroachment on private properties necessary for undertaking the Work and shall be responsible for all damage resulting from Work on or over private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to residences.

E3.4 The Contractor shall promptly report any delay or change to an agreed commencement and completion date to the Contract Administrator.

E3.5 The Contractor shall not begin Work under this Contract prior to a pre-construction meeting being scheduled and held between representatives of the Contractor and the Contract Administrator.

E3.6 This meeting will be scheduled with the Contractor after the award of Contract.

E4. AFTER HOURS WORK

E4.1 Further to C6., the Contractor shall obtain written permission from the Contract Administrator for any Work to be performed outside regular working hours including any Sunday or Statutory Holiday. Regardless of the Contract Administrator's approval, any such Work done by the Contractor between these hours shall conform to all applicable Laws, By-Laws and Ordinances.

E5. PUBLIC SAFETY / TRAFFIC CONTROL

E5.1 In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor. The requirements shall include the following:

- (a) The Contractor shall barricade the sidewalk surrounding the Work;
- (b) The Contractor shall provide a ground crew person at all times when aerial lift or climbers are involved in the tree maintenance operation. This person must be within 10m of the aerial lift device or of the tree containing climbers and must not be operating the chipper while overhead operations are occurring. This person is to ensure pedestrian and vehicular safety in the area where overhead maintenance is occurring.

E6. PRUNING OF TREES

- E6.1 The Contractor shall Prune Boulevard Street Trees in accordance with the requirements hereinafter specified.
- E6.2 Trees are to be pruned in accordance with the “ANSI A300 (Part 1)-2001 Pruning standards entitled, “Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning)” (revision and re-designation of ANSI A300-1995) (includes supplements) or most recent versions as available.
- (a) Trees are also to be pruned according to “Best Management Practices: Tree Pruning” (2002), which is a companion publication to the ANSI A300. For this Contract, the primary pruning objectives as stated in these publications shall include the following:
 - (i) Structural;
 - (ii) Cleaning;
 - (iii) Thinning;
 - (iv) Raising;
 - (v) And restoration.
- E6.3 In addition to the requirements noted in E6.2, the following specific “light to moderate pruning” requirements shall be applicable to the Work.
- (a) Where applicable, lift the crown of trees to obtain a 4.3 metre (14 ft.) clearance over road surfaces and a minimum 3.0 meter (10 ft.) clearance over sidewalks while maintaining crown balance. Clearance on small trees may be obtained by crown narrowing/branch reduction;
 - (b) Narrow the tree crown as required so as to minimize the overhang onto or toward private properties/roadways and favour branches growing upright as opposed to those growing horizontally;
 - (c) Selectively remove all dead, rubbing or broken branches;
 - (i) Cuts that would produce a wound greater than 30 cm (6 inches) in diameter shall be approved by the Contract Administrator or designate before Work is initiated.
 - (d) Remove suckers to 4.3 metres (14 ft.), but leave upper crown (above 4.3 metres (14 ft.)) suckers unless they are dead, broken or rubbing against other branches;
 - (e) Remove all branches:
 - (i) overhanging onto buildings to minimum clearance standards determined by the Contract Administrator while still maintaining crown balance;
 - (ii) within 2 metres of all structures;
 - (iii) clear of traffic signs, traffic lights and street lights.
 - (f) Inform the Contract Administrator or designate, of any trees that are in poor, dead or hazardous condition, or in need of cabling and/or bracing.
- E6.4 The Contractor shall provide to the satisfaction of the Contract Administrator or designate valid Manitoba Arborist Licenses for all employees pruning trees during the course of the Contract.
- E6.5 The Contractor shall prune trees in a manner satisfactory to the Contract Administrator or his designate.

- E6.6 All waste material (i.e.: branches, logs from the pruning operations) shall be removed from the Work Site by the end of each Working Day. The Contractor shall maintain the Sites of the Work in tidy condition and free from the accumulation of waste and debris. This shall include, but not be limited to, raking of all grassed/snow covered areas and sweeping of all hard surfaced areas. Total Performance of the Work shall not be attained until the Contractor has cleaned up the Sites and has removed all plant, tools, equipment, waste and debris.
- (a) All material that is to be chipped shall be chipped, removed and delivered from the Work Site daily to a location to be determined by the Contract Administrator or his designate.
 - (b) The Contractor shall dispose, at the Contractor's expense, all elm wood logs and non-chipable material daily to the City of Winnipeg Brady Road Landfill Site. Alternative disposal locations must be applied for in writing and approved by the Contract Administrator and/or Province of Manitoba.
 - (c) To verify proper disposal of materials identified by the Contract Administrator for disposal to approved landfill sites, the Contractor shall provide the Contract Administrator with a copy of all weigh bills received.
- E6.7 The Contractor shall sterilize all pruning equipment between each tree with methyl alcohol which must be sprayed onto the pruning equipment until dripping.
- E6.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Safety and Health Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E6.9 The Contractor shall be aware of all locations in the Work area where overhead utility lines may be a factor in the required tree pruning Work.
- E6.10 The Contractor shall be responsible for special arrangements with respective utilities necessary to properly complete the tree pruning Work, obtain Manitoba Hydro Work Clearance request sheets for each location that involves Manitoba Hydro overhead lines and submit the signed sheet, by a representative of Manitoba Hydro, with the invoice for that location.
- E6.11 The Contractor shall be responsible for the constant supervision of the utility while the utility is on Site to advise which portions of the tree should be removed so as to ensure proper tree pruning Work to meet contract specifications.
- E6.12 The Contractor shall be responsible to make call back arrangements with the utilities should deficiencies exist.
- E6.13 The Contractor shall be responsible for any additional costs associated with tree pruning Work around utility lines and any such costs must be reflected in the overall bid.
- E6.14 The Contractor shall make utility tree pruning arrangements in a timely fashion so as to maintain stated scheduling and contract completion requirements.
- E6.15 The Contractor shall advise the Contract Administrator of all locations in the Work area where lights are attached to trees, and may be a factor in the required tree pruning Work.
- E6.16 The Contract Administrator shall be responsible for special arrangements with respective light owners/ businesses to remove or have removed, at the owner's expense, any and all lights/structures necessary to properly complete the tree pruning Work.

E7. REMOVAL OF TREES

- E7.1 The Contractor shall remove designated trees on an "as required" basis in accordance with the requirements hereinafter specified.

- E7.2 The Contractor shall not complete a tree removal unless they receive written authorization from the Contract Administrator.
- E7.3 The Contractor shall provide to the satisfaction of the Contract Administrator (or designate) valid Manitoba Arborist Licenses for all employees removing trees during the course of the contract.
- E7.4 The Contractor shall remove trees in a manner satisfactory to the Contract Administrator or designate and agrees that the Work may be inspected by City personnel.
- E7.5 Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate.
- E7.6 Once the removal process is initiated it shall be completed that same Working Day. The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) remove to a designated City of Winnipeg Landfill Site;
 - (b) chip and remove material to an appropriate location as per the Contract Administrator or designate direction;
 - (c) the costs of all of the above operations are to be born solely by the Contractor.
- E7.7 The Contractor shall repair any damage resulting from the Work listed in E7.6, E7.6(a) and E7.6(b) inclusive, but not limited to, damage to turf, other trees, gardens, walkways, fences, etc. and shall report all damage immediately to the owner and the Contract Administrator or designate.
- E7.8 The Contractor shall comply with all Federal and Provincial laws and regulations and all City of Winnipeg by-laws. This shall include, but not be limited to, all aspects of the Manitoba Workplace Safety and Health Act and laws/by-laws affecting streets, safety, hours of work, noise, street blockage, correct use of signage and line clearance regulations of Manitoba Hydro and Manitoba Telephone System.
- E7.9 The Work to be performed will be determined on a per class basis in the following diameter classes measured in centimetres:
- | | |
|---------|--------------------------|
| Class 1 | 1 to 30 (+) cm |
| Class 2 | greater than 30 to 50 cm |
| Class 3 | greater than 50 to 70 cm |
| Class 4 | greater than 71 cm |
- E7.10 Measurement for payment shall be based on the Diameter at Breast Height (D.B.H.) (measured at 135 cm above ground level) or above on trees with single trunks. On trees with double or multiple trunks the following rules shall apply:
- (a) where a single diameter measurement is possible above ground the measurement will be made at a point just below the junction of the trunks where the total tree diameter is not influenced by the junction or the basal flare;
 - (b) where a single diameter measurement above is not possible then the total tree diameter will be based upon the D.B.H. (measured at 135 cm above ground level) of the largest trunk plus $\frac{1}{2}$ the D.B.H. of each of subsequent trunks;
 - (c) situations regarding the measurement of any tree not falling into one of the above categories must be referred to the Contract Administrator or designate immediately for a decision prior to removal.

E8. ASSESSMENT OF COMPLETED TREE STATUS

- E8.1 All work shall be completed by December 31, 2008, no extension shall be granted.

- (a) An assessment will be administered to all Contractors at approximately the mid point of the Contract (September 15, 2008).
- (b) The amount of completed trees at this mid point shall be one half (1/2) of the awarded amount per section (+/-5%). Failure to meet this requirement will result in termination of the remainder of the Contract.

E9. TREE LOCATIONS

E9.1 Section A –Deer Lodge

STREET	From	To	Elms	Other species	Total	Comments
Albany	Portage	Bruce	4	16	20	
Albany	Bruce	Ness	0	38	38	
Albany	Ness	Silver	12	19	31	
Belvidere	Portage	Bruce	4	10	14	
Belvidere	Bruce	Ness	1	4	5	
Bruce	Sackville	Truro	0	0	0	
Bruce	Truro	Albany	0	1	1	
Bruce	Belvidere	Woodlawn	0	1	1	
Bruce	Woodlawn	Guilford	0	1	1	
Bruce	Guilford	Duffield	0	1	1	
Bruce	Duffield	Sharp	0	1	1	
Conway	Portage	Lodge	4	5	9	
Conway	Lodge	Bruce	2	5	7	
Conway	Bruce	Ness	2	8	10	
Duffield	Portage	Lodge	0	9	9	
Duffield	Lodge	Bruce	8	29	37	
Duffield	Bruce	Ness	1	14	15	
Guildford	Lodge	Bruce	0	60	60	
Guildford	Bruce	Ness	5	12	17	
Linwood	Portage	Bruce	10	18	28	
Linwood	Bruce	Ness	4	27	31	
Linwood	Ness	Silver	15	18	33	
Mandeville	Portage	Bruce	0	11	11	
Mandeville	Bruce	Ness	5	15	20	
Moorgate	Portage	Lodge	No pruning needed for Elms (see notes)			
Moorgate	Lodge	Bruce	No pruning needed for Elms			
Moorgate	Bruce	Ness	No pruning needed for Elms			
Overdale	Portage	Bruce	48	21	69	
Overdale	Bruce	Ness	11	38	49	
Sackville	Portage	Bruce	2	38	40	
Sackville	Bruce	Ness	6	43	49	
Sackville	Ness	Silver	12	8	20	
Sharp	Portage	Lodge	13	21	34	
Sharp	Lodge	Bruce	24	37	61	
Sharp	Bruce	Ness	29	34	63	
Truro	Bruce	Ness	8	10	18	
Truro	Ness	Silver	2	18	20	
Winchester	Portage	Bruce	9	29	38	
Winchester	Bruce	Ness	6	34	40	
Winchester	Ness	Silver	6	39	45	
Woodlawn	Portage	Bruce	13	24	37	
Woodlawn	Bruce	Ness	9	18	27	
Woodlawn	Ness	St. James Civic	0	5	5	

NOTES:

tree l/f/o 252 Sackville --- city tree
 337 Sackville --- 1 tree north side-city tree
 New tree at 430 Albany (no pruning)
 254 Belvidere --- 3 Ash previously pruned

Trees needing pruning on **Moorgate:**

Portage-Lodge - 208, 212, 220, 224, 227, 235, 239, 252 **8**

Lodge-Bruce - 259, 263, 268, 271, 280, 284, 285, 286, 304,
 305, 325, 330, 284, 285, 286, 304, 305, 325, 330 **19**

Bruce-Ness - 345, 346, 350, 354, 382, 385 **6**

Total **1048**

E9.2 Section B – Jefferson

STREET	From	To	Elms	Other	Total	STATUS
Aikins	Carruthers	McAdam	2	0	2	
	W.SIDE, 1st TREE S.OF MATHESON					Outstanding defics
	W.SIDE, 1st TREE N/O MATHESON					Outstanding defics
Aikins	Smithfield	Rupertsland	1	0	1	
	W.SIDE, 1st TREE N.OF SMITHFIELD					Outstanding defics
Aikins	Rupertsland	Enniskillen	1	0	1	
	W.SIDE, 1st TREE S.OF ENNISKILLEN					Outstanding defics
Aikins	Enniskillen	Seven Oaks	2	0	2	
	W.SIDE, 5th TREE S.OF SEVEN OAKS					Outstanding defics
	W.SIDE, 3rd TREE S.OF SEVEN OAKS					Outstanding defics
Aikins	Seven Oaks	Jefferson	1	0	1	
	W.SIDE, 1st TREE N.OF SEVEN OAKS					Outstanding defics
Aikins	Jefferson	St. Anthony	3	0	3	
	W.SIDE, 1st TREE N.OF JEFFERSON					Outstanding defics
	E.SIDE, 1st TREE N.OF JEFFERSON					Outstanding defics
	W.SIDE, 2nd TREE S.OF ST. ANTHONY					Outstanding defics
Aikins	St. Anthony	Perth	1	0	1	
	W.SIDE, 1st TREE S.OF PERTH					Outstanding defics
Aikins	Perth	Hartford	0	1	1	
	E.SIDE, 1st TREE N.OF PERTH					Outstanding defics
Aikins	Belmont	Kilbride	1	0	1	
	E.SIDE, 1st TREE N/O BELMONT					Outstanding defics
Aikins	Kilbride	Semple	2	0	2	
	W.SIDE, 2nd TREE S/O SEMPLE					Outstanding defics
	E.SIDE, 1st TREE S/O SEMPLE					Outstanding defics

Aikins	Semple W.SIDE, 2nd TREE S/O BURRIN E.SIDE, 3rd TREE S/O BURRIN E.SIDE, 2nd TREE S/O BURRIN	Burrin	1	2	3	Outstanding defics Outstanding defics Outstanding defics
Aikins	Burrin E.SIDE, 1st TREE N/O BURRIN	Kingsbury	1	0	1	Outstanding defics
Aikins	Kingsbury E.SIDE, 1st TREE S/O ROYAL	Royal	1	0	1	Outstanding defics
Aikins	Forrest W.SIDE, 1st TREE N/O FORREST E.SIDE, 2nd TREE S/O BACK LANE	Backlane	0	2	2	Outstanding defics Outstanding defics
Aikins	Partridge E.SIDE, 4th TREE S/O LEILA E.SIDE, 3rd TREE S/O LEILA E.SIDE, 1st TREE S/O LEILA	Leila	1	2	3	Outstanding defics Outstanding defics Outstanding defics
Belmont	Main	Aikins	9	4	13	
Belmont	Aikins	Salter	12	5	17	
Belmont	Salter	Powers	6	1	7	
Belmont	Powers	Andrews	10	2	12	
Belmont	Andrews	McGregor	9	6	15	
Belmont	McGregor	McKenzie	13	6	19	
Belmont	McKenzie	Backlane	5	4	9	
Burrin	Main	Aikins	18	8	26	
Burrin	Aikins	Salter	25	1	26	
Burrin	Salter	Powers	27	2	29	
Burrin	Powers	Andrews	23	2	25	
Burrin	Andrews	McGregor	18	6	24	
Burrin	McGregor	McKenzie	22	2	24	
Copp	Carruthers	Matheson	1	1	2	
Copp	Matheson	McAdam	8	0	8	
Copp	McAdam	Backlane	4	0	4	
Enniskillen	Main	Aikens	14	0	14	
Enniskillen	Aikens	Salter	23	4	27	
Enniskillen	Salter	Powers	23	5	28	
Enniskillen	Powers	McGregor	46	7	53	
Enniskillen	McGregor	Parr	49	5	54	
Enniskillen	Parr	Arlington	9	3	12	
Jefferson	Main XFR 215 231 #250 TREE W/O FRONT ENTRANCE	Aikins	0	3	3	Outstanding defics Outstanding defics Outstanding defics
Jefferson	Aikins 262	Salter	0	2	2	Outstanding defics

	278					Outstanding defics
Jefferson	Salter	Powers	0	2	2	
	320					Outstanding defics
	342					Outstanding defics
Jefferson	Powers	McGregor	5	1	6	
	365					Outstanding defics
	365					Outstanding defics
	378					Outstanding defics
	384					Outstanding defics
	392					Outstanding defics
	416					Outstanding defics
Matheson	Aikins	Salter	19	3	22	
Matheson	Salter	Powers	20	5	25	
Matheson	Powers	Copp	20	1	21	
Matheson	Copp	McGregor	13	5	18	
Matheson	McGregor	Parr	30	10	40	
Matheson	Parr	Arlington	21	9	30	
Matheson	Arlington	Tracks	3	5	8	
McAdam	Parr	Arlington	2	0	2	
	635					Outstanding defics
	646					Outstanding defics
McGregor	Smithfield	Rupertsland	2	0	2	
McGregor	Jefferson	St. Anthony	2	5	7	
McGregor	St. Anthony	Perth	2	10	12	
McGregor	Perth	Hartford	3	4	7	
McGregor	Hartford	Belmont	0	4	4	
McGregor	Belmont	Kilbride	0	6	6	
McGregor	Kilbride	Semple	0	7	7	
McGregor	Semple	Burrin	2	9	11	
McGregor	Burrin	Kingsbury	0	2	2	
McGregor	Kingsbury	Royal	0	4	4	
McGregor	Royal	Forrest	0	10	10	
McGregor	Forrest	Partridge	0	1	1	
Parr	Carruthers	Matheson	3	0	3	
	E.SIDE, 1st TREE N/O CARRUTHERS					Outstanding defics
	E.SIDE, 3rd TREE N/O CARRUTHERS					Outstanding defics
	E.SIDE, 1st TREE S/O MATHESON					Outstanding defics
Parr	Matheson	McAdam	0	2	2	
	E.SIDE, 2nd TREE N/O MATHESON					Outstanding defics
	E.SIDE, 1st TREE S/O MCADAM					Outstanding defics
Parr	Smithfield	Rupertsland	2	0	2	
	E.SIDE, 1st TREE N/O SMITHFIELD					Outstanding defics
	W.SIDE, 1st TREE S/O RUPERTSLAND					Outstanding defics
Parr	Rupertsland	Enniskillen	1	1	2	

	E.SIDE, 1st TREE N/O RUPERTSLAND					Outstanding defics
	E.SIDE, 1st TREE S/O ENNISKILLEN					Outstanding defics
Parr	Enniskillen	Seven Oaks	1	0	1	
	W.SIDE, 1st TREE S/O SEVEN OAKS					Outstanding defics
Parr	Seven Oaks	Jefferson	1	0	1	
	W.SIDE, 1st TREE S/O JEFFERSON					Outstanding defics
Parr	Jefferson	St.Anthony	0	1	1	
	E.SIDE, 1st TREE S/O ST.ANTHONY					Outstanding defics
Perth	Main	Aikins	21	1	22	
Perth	Aikins	Salter	24	9	33	
Perth	Salter	Powers	19	3	22	
Perth	Powers	Andrews	27	0	27	
Perth	Andrews	McGregor	23	7	30	
Perth	McGregor	McKenzie	23	5	28	
Perth	McKenzie	Parr	22	3	25	
Powers	Carruthers	Matheson	2	0	2	
	E.SIDE, 1st TREE N/O CARRUTHERS					Outstanding defics
	E.SIDE, 1st TREE S/O MATHESON					Outstanding defics
Powers	Matheson	McAdam	6	0	6	
	E.SIDE, 1st TREE N/O MATHESON					Outstanding defics
	W.SIDE, 1st TREE N/O MATHESON					Outstanding defics
	E.SIDE, 2nd TREE N/O MATHESON					Outstanding defics
	W.SIDE, 2nd TREE N/O MATHESON					Outstanding defics
	W.SIDE, 2nd TREE S/O MCADAM					Outstanding defics
	W.SIDE, 1st TREE S/O MCADAM					Outstanding defics
Powers	McAdam	Smithfield	2	0	2	
	E.SIDE, 2nd TREE N/O MCADAM					Outstanding defics
	W.SIDE, 2nd TREE N/O MCADAM					Outstanding defics
Powers	Smithfield	Rupertsland	2	0	2	
	W.SIDE, 1st TREE N/O SMITHFIELD					Outstanding defics
	W.SIDE, 2nd TREE N/O SMITHFIELD					Outstanding defics
Powers	Enniskillen	Seven Oaks	2	3	5	
	W.SIDE, 1st TREE N/O ENNISKILLEN					Outstanding defics
	E.SIDE, 1st TREE N/O ENNISKILLEN					Outstanding defics
	W.SIDE, 2nd TREE S/O SEVEN OAKS					Outstanding defics
	E.SIDE, 2nd TREE S/O SEVEN OAKS					Outstanding defics
	W.SIDE, 1st TREE S/O SEVEN OAKS					Outstanding defics
Powers	Jefferson	Perth	1	0	1	
	W.SIDE, 2nd TREE S/O PERTH					Outstanding defics
Powers	Perth	Hartford	3	0	3	
	E.SIDE, 2nd TREE N/O PERTH					Outstanding defics
	E.SIDE, 3rd TREE N/O PERTH					Outstanding defics

	W.SIDE, 1st TREE N/O PERTH					Outstanding defics
Powers	Kilbride	Semple	1	0	1	
	E.SIDE, 1st TREE N/O KILBRIDE					Outstanding defics
Powers	Semple	Burrin	2	1	3	
	W.SIDE, 1st TREE N/O SEMPLE					Outstanding defics
	W.SIDE, 3rd TREE S/O BURRIN					Outstanding defics
	W.SIDE, 1st TREE S/O BURRIN					Outstanding defics
Powers	Burrin	Kingsbury	2	2	4	
	W.SIDE, 1st TREE N/O BURRIN					Outstanding defics
	W.SIDE, 2nd TREE N/O BURRIN					Outstanding defics
	W.SIDE, 3rd TREE N/O BURRIN					Outstanding defics
	W.SIDE, 4th TREE N/O BURRIN					Outstanding defics
Powers	Kingsbury	Royal	2	0	2	
	W.SIDE, 1st TREE N/O KINGSBURY					Outstanding defics
	W.SIDE, 1st TREE S/O ROYAL					Outstanding defics
Powers	Royal	Partridge	2	0	2	
	W.SIDE, 4th TREE N/O ROYAL					Outstanding defics
	W.SIDE, 3rd TREE S/O PARTRIDGE					Outstanding defics
Powers	Partridge	Leila	2	0	2	
	W.SIDE, 1st TREE N/O PARTRIDGE					Outstanding defics
	W.SIDE, 1st TREE S/O LEILA					Outstanding defics
Powers	Seven Oaks	Jefferson	2	0	2	
	E.SIDE, 1st TREE N/O SEVEN OAKS					Outstanding defics
	W.SIDE, 2nd TREE N/O SEVEN OAKS					Outstanding defics
Rupertsland	Aikins	Salter	1	0	1	
	# 283 WEST TREE					Outstanding defics
Rupertsland	Salter	Powers	2	0	2	
	308 WEST TREE					Outstanding defics
	348 S/SIDE, 1st TREE E/OF POWERS					Outstanding defics
Rupertsland	Powers	McGregor	1	0	1	
	385 EAST TREE					Outstanding defics
Rupertsland	McGregor	Parr	1	0	1	
	561					Outstanding defics
Salter	Carruthers	Matheson	1	1	2	
Salter	McAdam	Smithfield	3	0	3	
Salter	Smithfield	Rupertsland	5	0	5	
Salter	Rupertsland	Enniskillen	4	1	5	
Salter	Enniskillen	Seven Oaks	2	4	6	
Salter	Seven Oaks	Jefferson	5	0	5	
Salter	Jefferson	St. Anthony	6	2	8	

Salter	St. Anthony	Perth	1	0	1
Salter	Perth	Hartford	5	0	5
Salter	Hartford	Belmont	6	4	10
Salter	Belmont	Kilbride	9	0	9
Salter	Kilbride	Semple	8	0	8
Salter	Semple	Burrin	1	0	1
Salter	Burrin	Kingsbury	2	0	2
Salter	Kingsbury	Royal	4	0	4
Salter	Royal	Forrest	3	1	4
Salter	Forrest	Partridge	3	1	4
Salter	Partridge	Leila	3	0	3
Semple	Main	Aikins	10	16	26
Semple	Aikens	Salter	10	15	25
Semple	Salter	Powers	15	9	24
Semple	Powers	Andrews	22	6	28
Semple	Andrews	McGregor	15	12	27
Semple	McGregor	McKenzie	18	17	35
Semple	McKenzie	Railroad tracks	2	5	7
Seven Oaks	Aikins	Salter	28	4	32
Seven Oaks	Salter	Powers	12	8	20
Seven Oaks	Powers	McGregor	6	51	57
Seven Oaks	McGregor	Parr	47	6	53
Seven Oaks	Parr	Backlane	5	2	7
Smithfield	Main	Aikins	4	35	39
Smithfield	Aikins	Salter	4	27	31
Smithfield	Salter	Powers	11	14	25
Smithfield	Powers	McGregor	42	16	58
Smithfield	McGregor	Parr	28	35	63
Smithfield	Parr	Arlington	8	14	22
St. Anthony	Main	Aikins	19	12	31
St. Anthony	Aikins	Salter	20	9	29
St. Anthony	Andrews	McGregor	23	4	27
St. Anthony	McGregor	McKenzie	24	2	26
St. Anthony	McKenzie	Parr	27	3	30

Total **1773**

E9.3 Section C – Munroe West

STREET	From	To	Elms	Other	Total	Comments
Brazier	Munroe	Donalda	3	0	3	
Brazier	Donalda	Trent	0	2	2	
Brazier	Trent	Neil	0	4	4	
Brazier	Neil	Sydney	0	9	9	
Brazier	Sydney	Melbourne	3	6	9	
Brazier	Melbourne	Chelsea	3	14	17	
Brazier	Chelsea	Bronx	0	5	5	
Brazier	Bronx	Kimberley	3	10	13	
Columbus Park			3	0	3	
Dobbie	Golspie	Raleigh	9	0	9	
Donalda	Henderson	Brazier	35	37	72	
Donalda	Brazier	Roch	19	13	32	

Golspie	Trent	Neil	2	0	2	
Golspie	Neil	Chelsea	14		14	
Golspie	Bronx	Kimberley	5	2	7	
Kimberly	Roach	Watt	1		1	
Kimberly	Watt	Golspie	4	25	29	
Kimberly	Roach	Watt	1	0	1	
Kimberly	Watt	Golspie	4	25	29	
Melbourne	Brazier	Roch	7	52	7	elms only
Melbourne	Roch	Watt	6	52	6	elms only
Melbourne	Watt	B/lane Golspie	1	33	1	elms only
Munroe	Watt	Roch	16	0	16	
Munroe	Roch	Brazier	16	0	16	
Munroe	Brazier	Henderson	17	6	23	
Roch	Sydney	Melbourne	0	5	5	
Roch	Chelsea	Bronx	1	6	7	
Roch	Bronx	Kimberly	2	2	4	
Sydney	Brazier	Roch	2	14	2	elms only
Trent	Watt	Golspie	0	7	7	
Total					355	

E9.4 Section D – Kildonan Park

- (a) Approximately 2000 trees in non-pruned areas of the park including, but not limited to, trees within natural areas and associated pathways.